

NATIONAL RECOVERY ADMINISTRATION

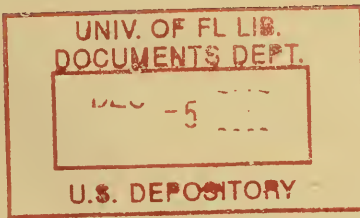
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PROPOSED CODE OF FAIR COMPETITION

FOR THE

CLUB INDUSTRY

AS SUBMITTED ON AUGUST 31, 1933



The Code for the Club Industry  
in its present form merely reflects the proposal of the above-mentioned  
industry, and *none of the provisions contained therein are*  
*to be regarded as having received the approval of*  
*the National Recovery Administration*  
*as applying to this industry*

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UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1933

SUBMITTED BY  
CLUB MANAGERS ASSOCIATION OF AMERICA  
(II)



## PROPOSED CODE OF FAIR COMPETITION FOR THE CLUB INDUSTRY AS SUBMITTED ON AUG. 31, 1933

### PRESIDENT'S REEMPLOYMENT AGREEMENT

(Authorized by Section 4a, National Industrial Recovery Act)

During the period of the President's emergency reemployment drive; that is to say, from August 1 to December 31, 1933, or to any earlier date of approval of a Code of Fair Competition to which he is subject, the undersigned hereby agrees with the President as follows:

(1) After August 31, 1933, not to employ any person under 16 years of age, except that persons between 14 and 16 may be employed (but not in manufacturing or mechanical industries) for not to exceed 3 hours per day and those hours between 7 A.M. and 7 P.M. in such work as will not interfere with hours of day school.

(2) Not to work any accounting, clerical, banking, office, service, or sales employees (except outside salesmen) in any store, office, department, establishment, or public utility, or on any automotive or horse-drawn passenger, express, delivery, or freight service, or in any other place or manner, for more than 40 hours in any 1 week and not to reduce the hours of any store or service operation to below 52 hours in any 1 week, unless such hours were less than 52 hours per week before July 1, 1933, and in the latter case not to reduce such hours at all.

(3) We subscribe to Articles (1) and (2) of the President's Reemployment Program with exception of Article (3) which we amend to read as follows:

Not to employ any male factory or mechanical worker or artisan more than 56 hours per week and/or not to employ any female factory or mechanical worker or artisan more than 48 hours per week;

(4) The maximum hours fixed in the foregoing paragraphs (2) and (3) shall not apply to employees in establishments employing not more than two persons in towns of less than 2,500 population which towns are not part of a larger trade area; nor to registered pharmacists or other professional persons employed in their profession; nor to employees in a managerial or executive capacity who now receive more than \$35 per week; nor to employees on emergency maintenance and repair work; nor to very special cases where restrictions of hours of highly skilled workers on continuous processes would unavoidably reduce production, but, in any such special case, at least time and one third shall be paid for hours worked in excess of the maximum. Population for the purposes of this agreement shall be determined by reference to the 1930 Federal census.

(5) To amend to read as follows:

Not to pay any of the classes of employees mentioned in paragraph (2) less than \$15 per week in any city of over 500,000 popula-

tion, or in the immediate trade area of such city; nor less than \$14.50 per week in any city of between 250,000 and 500,000 population, or in the immediate trade area of such city; nor less than \$14 per week in any city of between 2,500 and 250,000 population, or in the immediate trade area of such city; and in towns of less than 2,500 population to increase all wages by not less than 20 percent, provided that this shall not require wages in excess of \$12 per week, with the exceptions in the above where meals are served a credit of 30 cents per meal shall be allowed, and/or where rooms are included a further credit of \$2.50 per week shall be allowed.

(6) Not to pay any employee of the classes mentioned in paragraph (3) less than 40 cents per hour unless the hourly rate for the same class of work on July 15, 1929, was less than 40 cents per hour, in which latter case not to pay less than the hourly rate on July 15, 1929, and in no event less than 30 cents per hour. It is agreed that this paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or on a piecework performance.

(7) Not to reduce the compensation for employment now in excess of the minimum wages hereby agreed to (notwithstanding that the hours worked in such employment may be hereby reduced) and to increase the pay for such employment by an equitable readjustment of all pay schedules.

(8) Not to use any subterfuge to frustrate the spirit and intent of this agreement which is, among other things, to increase employment by a universal covenant, to remove obstructions to commerce, and to shorten hours and to raise wages for the shorter week to a living basis.

(9) Not to increase the price of any merchandise sold after the date hereof over the price on July 1, 1933, by more than is made necessary by actual increases in production, replacement, or invoice costs of merchandise, or by taxes or other costs resulting from action taken pursuant to the Agricultural Adjustment Act, since July 1, 1933, and, in setting such price increases, to give full weight to probable increases in sales volume and to refrain from taking profiteering advantage of the consuming public.

(10) To support and patronize establishments which also have signed this agreement and are listed as members of the N.R.A. (National Recovery Administration).

(11) To cooperate to the fullest extent in having a Code of Fair Competition submitted by his industry at the earliest possible date, and in any event before September 1, 1933.

(12) Where, before June 16, 1933, the undersigned had contracted to purchase goods at a fixed price for delivery during the period of this agreement, the undersigned will make an appropriate adjustment of said fixed price to meet any increase in cost caused by the seller having signed this President's Reemployment Agreement or having become bound by any Code of Fair Competition approved by the President.

(13) This agreement shall cease upon approval by the President of a code to which the undersigned is subject; or, if the N.R.A. so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement.

(14) It is agreed that any person who wishes to do his part in the President's reemployment drive by signing this agreement, but who asserts that some particular provision hereof, because of peculiar circumstances, will create great and unavoidable hardships, may obtain the benefits hereof by signing this agreement and putting it into effect and then, in a petition approved by a representative trade association of his industry, or other representative organization designated by N.R.A., may apply for a stay of such provision pending a summary investigation by N.R.A., if he agrees in such application to abide by the decision of such investigation. This agreement is entered into pursuant to section 4 (a) of the National Industrial Recovery Act and subject to all the terms and conditions required by sections 7 (a) and 10 (b) of that act.

(15) *Date of Effectiveness.*—All provisions of this Code shall become effective and operative within ten days after the Code is approved by the President.

Respectfully submitted.

B. E. O'GRADY,  
*President, Club Managers Association of America,*  
*5 South Wabash Avenue, Chicago, Ill.*

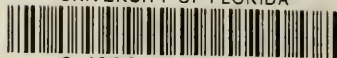








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